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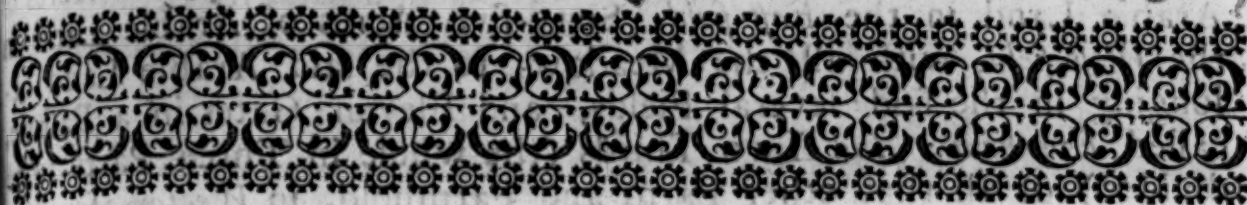
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(1)
Read 4 March 1727 in Lords

Enacted 13 Geo. I. Private Act, c. 22



An ACT for Sale of Two undivided Third Parts of the Manor of Weeton, and other Lands, in Holdernefs, Part of the settled Estate of Thomas Rand, Gent. and for applying the Money arising by such Sale, in the Purchase of an Entire Estate, to be settled to the same Uses.



WHEREAS by Indenture Tripartite, bearing Date the Twenty-sixth Day of September, Anno Domini One Thousand Seven Hundred and Fifteen, and made between Ralph Rand, late of Skirlaugh, in the County of York, Gent. deceased, and Ralph Rand, of Burstwick, in Holderneffe, in the same County of York, Son and Heir Apparent of the said Ralph Rand of Skirlaugh, of the First Part; Robert Legard, Esq; and Edward Legard, of

Anlaby, in the County of the Town of Kingston upon Hull, Sons of John Legard, Esq; of the Second Part; and Thomas Rand, Gent. Son and Heir Apparent of the said Ralph Rand of Burstwick, and Grandson of the said Ralph Rand of Skirlaugh, and Anne his Wife, Sister of the said Robert Legard, and Edward Legard, of the Third Part; All those Two Thirds (the whole in Three Parts to be divided) of all that Manor of Weeton, in Holderneffe, in the County of York, and of the Profits of Court-Leet and Court-Baron, Waifes, Estrays, Goods of Felons, Fugitives, Fines and Amerciaments, of what Kind or Nature ioever, coming or arising thereby; And also Two Thirds (the whole in Three Parts to be divided) of all that Farm and Farmhold, in Weeton aforesaid, then tenanted by John Ranson, consisting of the Manor-house, with the Barns, Stables and Outhouses thereto belonging, Eight Acres of Grass-ground inclosed, certain other Lands inclosed, called Gossop Crofts, containing by Estimation
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Sixteen Acres; Thirteen Acres more in a Piece of Ground called *Wheatholme*; Seventeen Acres of Marsh Ground; One *Neggit*, containing Three Acres, and part of another *Neggit* undivided, with Master *Metham's* Six Gates in the great Marsh; Sixty-five Acres of Arable Land in the *East-field*, Sixty-five Acres of Arable Land in the *West-field*, with all the Meadows to the said Arable Land belonging in the said several Fields, and Eleven Gates in a Pasture, called *Everham*: And Two Thirds (the whole in Three Parts to be divided) of all that other Farm and Farmhold, in *Weeton* aforesaid, then tenanted by *John Preston*, consisting of One Dwelling-house, with Barns, Stables, Out houses; Three Acres of Grass-ground inclosed, adjoining; One Close, called *Good-Ever-Croft*, Eighteen Acres in the said Ground, called *Wheatholme*; Five Gates and a Half in the *West-Car*; Five Acres in the *Great Marsh*; Six Acres more of Marsh Ground; Thirty-one Acres of Arable Lands in the *East-field*, and Thirty-one Acres of Arable Land in the *West-field*, with the Meadow in the said Fields to the said Arable Land belonging. And also Two Thirds (the whole in Three Parts to be divided) of all that Farm and Farmhold in *Weeton* aforesaid, then tenanted by *John Bilyth*, consisting of One Farm-house, with the Barns, Stables and Out houses thereto belonging; Four Acres of Grassing inclosed thereto adjoining; Eighteen Acres of Grassing more in *Wheatholme*; Five Gates and a Half in the *Mar*, alias *Car*; Thirty Acres of Marsh Ground; Four Acres of Grassing, called *Coopers-Lands*; Forty-four Acres of Arable Land in the *East-field*, and Forty-four Acres in the *West-field*, and all the Meadow and Pasture thereto belonging. And also Two Thirds (the whole in Three Parts to be divided) of all that other Farm and Farmhold, in *Weeton* aforesaid, then tenanted by *Robert Wilson*, consisting of One Dwelling-house with the Barn and Stables thereto belonging; an Acre and an Half of Grassing inclosed, thereto adjoining; Two Acres in the *Wheatholme*; One Gate in the *Mar*, alias *Car*; Five Acres of Arable Land in the *East-field*, and Five Acres of Arable Land in the *West-field*, with the Meadow and Pasture thereto belonging. And also Two Thirds of certain Out-Rents to the said Manor, paid out of other Lands within the said Manor, mentioned in the Particular to the said Indenture annexed, amounting to Two Pounds Three Shillings and Nine-pence *per Annum*; out of which said Manor and Premises in *Weeton* aforesaid, is Yearly going and paid one annual Rent of Twenty Shillings and One Penny, to *William Lingen*, Esq; And all that Farm and Farmhold in *Paghill*, alias *Paul*, in *Holderness* aforesaid, then tenanted by *Robert Leppington*, consisting of One Dwelling-house, with the Barn and Stables thereunto belonging; One Close of Meadow or Pasture, containing Three Acres and an Half; Three Beast Gates in the *Summer Pasture*; One Ox gang of Land in the *Church-field*, and other Fields there, with Common of Pasture, and which was lately purchased of *George Tennison*, and his Wife; and also all that Capital Messuage, with the Brewhouse, Barns, Stables, Out houses, Garths, Gardens, Orchards and Crofts thereto belonging in *North Skirlaugh*, in *Holderness* aforesaid, wherein the said *Ralph Rand*, the Father, then dwelt, and One Close of Meadow or Pasture Ground commonly called *Fosbotham*, together with Common Right in *Arncliffe*

Jags and Car, Were, for and in Consideration of a Marriage therefore had and solemnized between the said *Thomas Rand* and *Anne* his Wife, and of the Portion of the said *Anne* therein specified and set forth, *Granted* and Conveyed (amongst other Hereditaments therein mentioned) unto the said *Robert Legard*, and *Edward Legard*, and their Heirs, in Manner following; that is to say, *As* to the said Two undivided Third Parts of the Manor of *Weeton*, and Farms and Lands in *Weeton* aforesaid, and the said entire Farm and Lands in *Paghill*, alias *Paul* aforesaid, with the Commons and Appurtenances thereto belonging, immediately after the Execution of the said Indenture Tripartite. And as to the said entire Capital Messuage in *North-Skirlaugh*, with the said Close of Meadow called *Fosbotham*, and the Commons and Appurtenances thereto belonging, immediately after the Decease of the said *Ralph Rand*, the Father, *To* the Use, or in Trust, to permit and suffer the said *Thomas Rand*, and *Anne* his Wife, and the longer Liver of them, to receive and take the Rents and Profits thereof, and of every Part thereof, during their natural Lives, and the Life of the longer Liver of them; and after the Death of the said *Thomas* and *Anne*, and the Death of the Survivor of them, *To* the Use of the First, Second, Third, and all and every other the Son and Sons of the said *Anne*, by the said *Thomas Rand* begotten or to be begotten, in Tail Male successively; Remainder *To* the Use of the Daughter and Daughters of the said *Anne*, by the said *Thomas Rand* begotten or to be begotten, until the Portion and Portions therein mentioned, should be paid to such Daughter and Daughters, with Interest for the said Portions respectively, in such Manner as is therein mentioned, and subject thereto, *To* the Use of the Male Heirs of the said *Thomas Rand* for ever; *With* Power for the said *Thomas Rand*, in his Life-time, and for the said *Anne* his Wife, after his Death, or any other Person or Persons to whom the Estate in Tail Male should descend, to make any Lease or Leases of the Premises, for any Term or Terms, not exceeding Twenty-one Years, without Fine, at the best improved Rent.

And whereas there is Issue now living of the said Marriage, One Son and Two Daughters, who are all Infants.

And whereas the said *Thomas Rand*, and *Anne* his Wife, have contracted and agreed to sell the said Two undivided Third Parts of the Manor of and Lands and Hereditaments in *Weeton* aforesaid, which are of the annual Rent and yearly Value of Fifty-one Pounds Six Shillings and Six-pence Three Farthings, and no more, Unto *Wardell George Westby*, Esq; (who is seized of the other undivided Third Part of the same Manor, Farms, Lands and Hereditaments,) for the Sum of Nine Hundred and Fifty Pounds; and as the Estate so contracted for, consists of an undivided Share or Interest, and therefore is less capable of Improvement; and in regard the same Estate, and also the said Farm in *Paghill*, alias *Paul*, herein before-mentioned and described, are situate near the River *Humber*, and are subject to a great and continual Charge of maintaining the Banks of the said River, and the Jettees for turning the Flux and Re-flux of the said River, and the Cloughs for draining the Fresh-water out of the said Lordship, and for that Reason produce but a small and uncertain Revenue; and as the said House at *North Skirlaugh* has but

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Two Acres of Land belonging to it, and in all probability the Rent thereof will be sunk and reduced, or by being untenanted will soon fall to decay; it is apprehended it would be for the Advantage of the said *Thomas Rand*, and *Anne* his Wife, and their Issue, that the same Premises should be sold, and the Money arising by such Sale, laid out in the Purchase of an entire Estate, to be settled to the Uses aforesaid: But by Reason of the Limitations contained in the said recited Settlement, the same Premises cannot be sold, nor a good Title made thereof to a Purchaser, without the Aid and Authority of Parliament;

Wherefore Your MAJESTY's most Dutiful Subjects, the said *Thomas Rand*, and *Anne* his Wife, *Robert Legard* and *Edward Legard*,

Most Humbly Beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's Most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That All those Two Third Parts (the whole in Three equal Parts to be divided) of and in the Manor of *Weeton* afore mentioned, and of and in the several Farms, Lands, Tenements and Hereditaments, herein before mentioned to be in the several Tenures or Occupations of *John Ranson*, *John Preston*, *John Bilyth*, and *Robert Wilson* respectively, and situate, lying and being in *Weeton* aforesaid, and of and in the said Out-Rents paid to the said Manor, amounting to Two Pounds Three Shillings and Nine-pence *per Annum*, with the Rights, Royalties, Members and Appurtenances thereof; and also all those several Messuages, Tenements and Farms in *Paghil*, alias *Paul*, and *North-Skirlaugh* aforesaid, herein before-mentioned to be in the several Tenures or Occupations of *Robert Leppington*, and *Ralph Rand* the Father, with their and every of their Rights, Commons and Appurtenances, shall, from and after the Twenty-fifth Day of March, Anno Domini One thousand Seven hundred and Twenty-seven, be vested in, and settled upon, and the same are hereby vested in, and settled upon the Honourable Sir *Conyers Darcy*, Knight of the Honourable Order of the Bath, and *Robert Legard*, of *Gray's Inn*, in the County of *Middlesex*, Esq; their Heirs and Assigns, to the Use and Behoof of them, the said Sir *Conyers Darcy* and *Robert Legard*, their Heirs and Assigns for ever, freed and discharged, and absolutely exempted and indemnified of, from and against all the Estates, Uses, Trusts, Limitations, Powers, Provisoos, Remainders and Contingencies, limited, created, expressed and declared of and concerning the same Two undivided Third Parts and Premises, in and by the said recited Indenture Tripartite; and freed also and discharged of, from and against all Titles, Claims and Demands whatsoever of them the said *Thomas Rand*, and *Anne* his Wife, and the Heirs and Issues of the said *Thomas Rand*, or any of them: In Trust, nevertheless, that they the said Sir *Conyers Darcy* and *Robert Legard*, and the Survivor of them, and the Heirs of such Survivor, shall and do, and they are hereby fully and effectually enabled and empowered to sell and dispose of the same in Manner following; That is to say, Upon Payment to them the said Sir *Conyers Darcy*

Darcy and *Robert Legard*, or to the Survivor of them, or the Heirs of such Survivor, of the said Sum of Nine Hundred and Fifty Pounds, to grant, bargain, sell and convey the said Two undivided Third Parts of the Manor of and Lands and Hereditaments in *Weeton* aforesaid, with the Rights, Members and Appurtenances thereof, unto the said *Wardell George Westby*, his Heirs and Assigns, or unto such Person and Persons as he or they shall in that behalf nominate, direct, or appoint; And also shall and do sell and dispose of the said Messuages, Farms, Lands and Hereditaments, in *Paghill*, alias *Paul*, and *North-Skirlaugh* aforesaid, so vested in them, in Trust, to be sold as aforesaid, with their, and every of their Rights, Commons and Appurtenances, unto any Person or Persons that shall be willing to purchase the same, for the most Money, and the best Price and Prices that can be had or gotten for the same; And also, upon Trust, that they the said *Sir Conyers Darcy* and *Robert Legard*, or the Survivor of them, or the Heirs of such Survivor, shall and do, by and with the Consent and Approbation of the said *Thomas Rand*, and *Anne* his Wife, or the Survivor of them, lay out, apply, and dispose of the Money arising by such Sale or Sales as aforesaid, in one or more Purchase or Purchases of an entire Estate, in Lands, Tenements and Hereditaments, in Fee-simple, in Possession, free from Incumbrances, situate, lying and being in the County of *York*, or in the County of the Town of *Kingston upon Hull*, or in the County of *Lincoln*, some, or one of them; And also shall and do, immediately after such Purchase or Purchases shall be so made, settle, convey, and assure the Lands, Tenements and Hereditaments, so to be purchased, to, for, upon and subject to such and so many of the Uses, Estates, Trusts, Powers, Provisoos and Limitations, in and by the said recited Indenture limited, created, expressed and declared of and concerning the said Premises hereby vested as aforesaid, as shall be then existing undetermined, and capable of taking Effect; And also upon this further Trust, That they, the said *Sir Conyers Darcy* and *Robert Legard*, and the Survivor of them, and the Heirs of such Survivor, shall and do permit and suffer the Rents, Issues, Revenues, and Profits of the said Premises, so vested in them and their Heirs in Trust, to be sold, until such Sale shall be thereof made, as aforesaid, to be had, received and taken by the Person and Persons to whom the same Premises are, by the said recited Settlement, limited and settled as afore-mentioned, and who should and ought to receive the same Rents, Issues, Revenues and Profits respectively, in Case this Act had never been made.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That in the mean time, after the Sale and Conveyance of the said Premises hereby vested in Trust to be sold as aforesaid, and until such Lands, Tenements and Hereditaments hereby directed to be purchased, with the Money arising by such Sale and Sales, can be purchased accordingly, it shall and may be lawful to and for the said *Sir Conyers Darcy* and *Robert Legard*, or the Survivor of them, and his Executors and Administrators, by and with the Consent and Approbation of the said *Thomas Rand*, and *Anne* his Wife, or the Survivor of them, to place out the Money arising by such Sale and Sales, upon Government or real Security at Interest;

and also from Time to Time, with the like Approbation and Consent, to call in the principal Money so to be placed out, and to place out the same at Interest upon new or other Securities; And that the principal Money so to be placed out, and the Interest attending the same, shall be subject to such Uses, Trusts, Applications, Intents and Purposes as the said undivided Third Parts and Premises, hereby vested in Trust to be sold as aforesaid, were, by the said recited Settlement, made subject and liable to, or as near as the same can be.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That the said *Wardell George Westby*, and all other Purchaser and Purchasers of the Premises hereby vested to be sold, and his and their Heirs and Assigns, shall, after Payment of the several Sums of Money by and with them respectively contracted for, and to be contracted for, to the said *Sir Conyers Darcy* and *Robert Legard*, or the Survivor of them, or the Heirs of such Survivor; and after the Execution of the Conveyances of the said Premises, to the respective Purchaser and Purchasers thereof, Have, Hold and Enjoy the Premises by them respectively to be purchased, with the Rights, Royalties, Members and Appurtenances thereof, Freed and discharged of, from and against all and every the Uses, Estates, Trusts, Powers, Provisoes, Limitations, Remainders and Contingencies, limited, created, expressed and declared of and concerning the same, in and by the said recited Settlement, and of, from and against all Titles, Claims and Demands of the said *Thomas Rand*, and *Anne* his Wife, and the Heirs and Issues of the said *Thomas Rand*; and that the Receipt or Receipts of the said *Sir Conyers Darcy* and *Robert Legard*, or the Survivor of them, or the Heirs of such Survivor, under his or their Hand or Hands respectively, shall be a sufficient Discharge to the said several Purchasers, their respective Heirs, Executors, Administrators and Assigns, for so much of the said Purchase-Money, for which such Receipt or Receipts shall be given; and after such Receipt or Receipts, the said Purchaser or Purchasers, their Heirs, Executors, Administrators and Assigns respectively, shall be, and are hereby absolutely acquitted and discharged of and from the same, and he, they or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Losses or Damages which shall happen to, or be chargeable upon, the said *Sir Conyers Darcy* and *Robert Legard*, or either of them, their, or either of their Heirs, Executors or Administrators, for or on Account of any Misapplication of the said Purchase-Money, or any Part thereof.

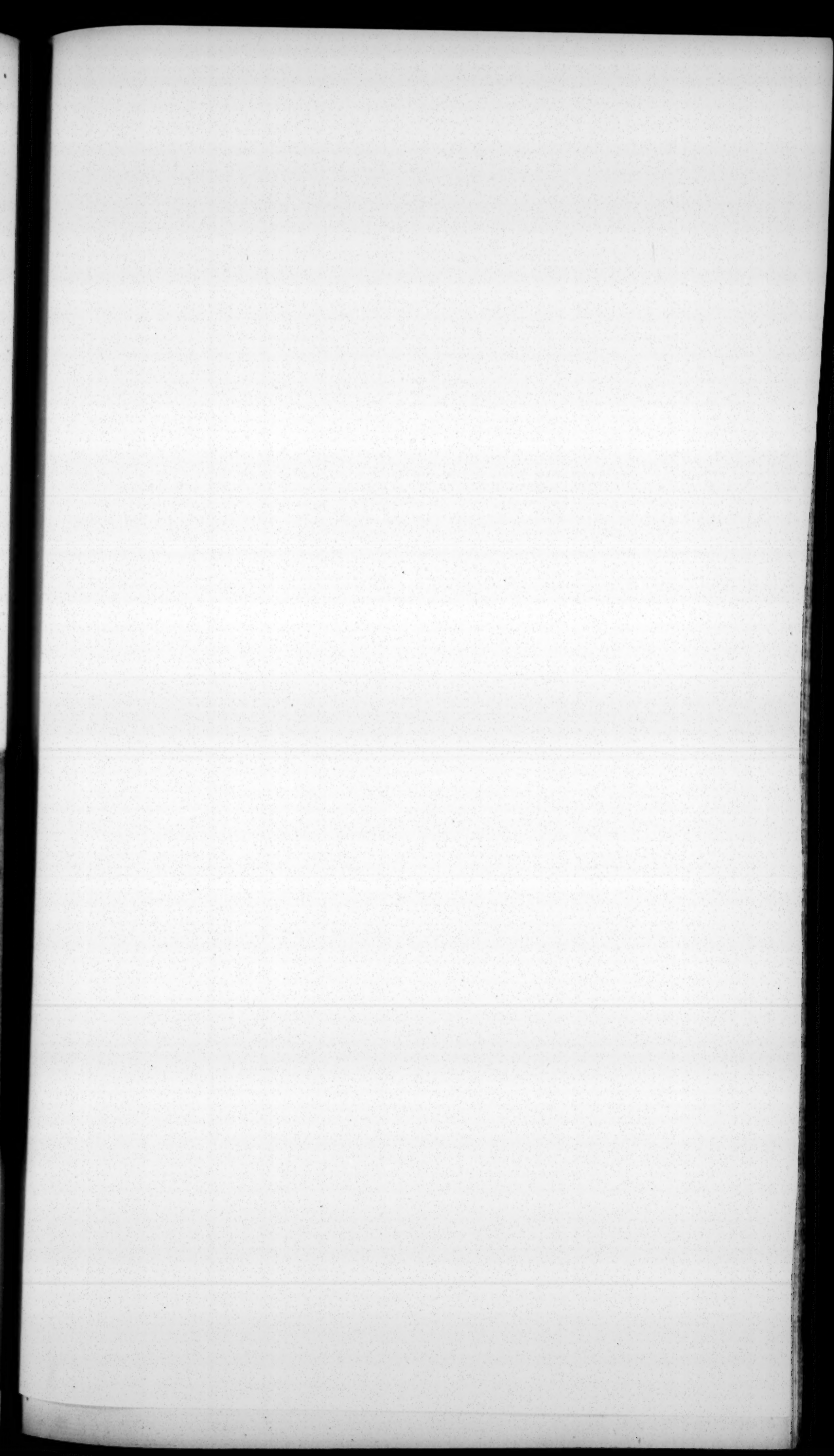
Provided always, and it is hereby further Declared and Enacted, by the Authority aforesaid, That the Person or Persons, who shall sell any Lands, Tenements and Hereditaments, to the said *Sir Conyers Darcy* and *Robert Legard*, or the Survivor of them, or the Heirs of such Survivor, to be settled as afore-mentioned, shall not be concerned or obliged to see the same settled, pursuant to the Directions in this Act contained.

Provided always, and it is hereby further Enacted, by the Authority aforesaid, That the said *Sir Conyers Darcy* and *Robert Legard*, or either of them, or the Heirs, Executors or Administrators of either of them, shall not be answerable or accountable for any Money, but what the Person so to be answerable and accountable, shall respectively

respectively receive; and that not any one of them shall be answerable or accountable for the Acts, Receipts, Neglects or Default of the other of them; *And also* that they the said Sir *Conyers Darcy* and *Robert Legard*, and their respective Heirs, Executors and Administrators, shall and may, out of the Rents and Profits of the Premises hereby vested in them in Trust to be sold, or out of the Money arising by the Sale thereof, retain to and reimburse themselves for all Costs, Charges, Damages and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed:

Saving always to the KING's Most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, their respective Heirs, Successors, Executors, Administrators and Assigns (Other than and except the said *Thomas Rand*, and *Anne* his Wife, and the Issues of their Two Bodies begotten, or to be begotten, and the Heirs Male, and the Right Heirs of the said *Thomas Rand*) All such Right, Title, Interest, Claim and Demand of, in, to and out of the said Two undivided Third Parts and Premises hereby vested in Trust to be sold as aforesaid, every or any Part thereof, as they, every or any of them had before the passing this *Act*, or could or might have held and enjoyed, in case this *Act* had never been made.

An ACT for Sale of Two undivided Third Parts of the Manor of Weeton, and other Lands, in Holdernels, Part of the settled Estate of Thomas Rand, Gent. and for applying the Money arising by such Sale, in the Purchase of an Entire Estate, to be settled to the same Use.



An ACT for Sale of Two undivided Third Parts of the Manor of Wecton, and other Lands, in Hol- dernels, Part of the settled Estate of Thomas Rand, Gent. and for applying the Money arising by such Sale, in the Purchase of an Entire Estate, to be settled to the same Uses.

